

**THIRD AMENDMENT TO
COOPERATION, CONTRIBUTION AND
DEVELOPMENT AGREEMENT**

(TIDs No. 22 & 84 - Milwaukee Bucks Arena Project)

This THIRD AMENDMENT TO COOPERATION, CONTRIBUTION AND DEVELOPMENT AGREEMENT (“Third Amendment”) is made as of the ____ day of April, 2021 (“Effective Date”), by and among Deer District LLC, a Delaware limited liability company, (“DEVELOPER”); the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin (“RACM”); and the City of Milwaukee, a Wisconsin municipal corporation (“CITY”).

RECITALS:

1. DEVELOPER, CITY and RACM entered into the Cooperation, Contribution and Development Agreement dated December 22, 2015, to facilitate the construction of a new arena, now known as the Fiserv Forum, and related development in the City of Milwaukee and amended that agreement on September 20, 2016, and again on September 1, 2020 (collectively, as amended, the “Agreement”).

2. Any capitalized terms used in this Third Amendment, but not defined in this Third Amendment shall be as they are defined in the Agreement.

3. Under the terms of the Agreement, DEVELOPER’s use of Block 5 for temporary surface parking was limited to 24 months after completion of the Greater Arena Project and the Training Facility. However, CITY and RACM now desire to extend that time period in exchange for DEVELOPER sharing the revenue from the temporary surface parking on Block 5 with CITY.

4. By passage of Common Council Resolution File No. 201565, on April 13, 2021, CITY authorized execution of this Third Amendment.

5. By passage of Resolution No. 10856, on March 18, 2021, RACM authorized execution of this Third Amendment.

In consideration of the above recitals, which are incorporated by reference, and the mutual obligations of the Parties hereto, CITY, RACM and DEVELOPER covenant and agree as follows:

THIRD AMENDMENT

The terms of the Agreement shall be amended as described below. All other language in the Agreement shall remain unchanged and in full force and effect.

Section 3.1.W. of the Agreement shall be amended to read as follows:

“It is contemplated that Block 5, as shown on Exhibit A, will be used by DEVELOPER for construction staging and for temporary surface parking as allowed by the owners of the parcels in Block 5. DEVELOPER shall obtain all necessary approvals from CITY and Milwaukee County for such uses. DEVELOPER may not use Block 5 for temporary surface parking after March 31, 2023, unless approved in writing by CITY. Beginning on April 1, 2021, DEVELOPER shall pay CITY 50% of the net revenue from Block 5. DEVELOPER shall provide CITY with an accounting of all revenue and any expenses related to parking operations on Block 5 twice a year on July 31 for the preceding January 1 through June 30 and on January 31 for the preceding July 1 through December 31. The first such accounting report shall be due on July 31, 2021 for the period of April 1, 2021, through June 30, 2021. Along with the accounting report, DEVELOPER shall provide payment to CITY of an amount equal to 50% of the net revenue noted on the accounting report. In the event that there is no net revenue or there is a net loss, DEVELOPER shall owe CITY nothing.”

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the date first set forth above.

SIGNATURES ON NEXT 3 PAGES

CITY OF MILWAUKEE

Tom Barrett, Mayor

James R. Owczarski, City Clerk

COUNTERSIGNED:

Aycha Sawa, Comptroller

Mary L. Schanning, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of Tom Barrett, Mayor; James R. Owczarski, City Clerk; and Aycha Sawa, Comptroller, pursuant to Wis. Stat. sec. 706.06 this ____ day of April, 2021.

Attorney Mary L. Schanning
State Bar No. 1029016

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

Frances Hardrick, Chairperson

David P. Misky, Assistant Executive
Director/Secretary

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of April, 2021, Francis Hardrick, Chairperson, of the Redevelopment Authority of the City of Milwaukee, to me known to be the person who executed the foregoing instrument, and to me known to be such Chairperson of the Redevelopment Authority of the City of Milwaukee, and acknowledged that he executed the foregoing instrument as such officer of the Redevelopment Authority of the City of Milwaukee.

(SEAL)

Notary Public, State of Wisconsin
My Commission_____

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of April, 2021, David P. Misky, Assistant Executive Director-Secretary of the Redevelopment Authority of the City of Milwaukee, to me known to be the person who executed the foregoing instrument, and to me known to be such Assistant Executive Director-Secretary of the Redevelopment Authority of the City of Milwaukee, and acknowledged that he executed the foregoing instrument as such officer of the Redevelopment Authority of the City of Milwaukee.

(SEAL)

Notary Public, State of Wisconsin
My Commission_____

DEER DISTRICT LLC

By: _____
Peter Feigin, President

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of April, 2021, Peter Feigin, President of Deer District LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such President of such limited liability company, and acknowledged that he executed the foregoing instrument as such officer of Deer District LLC.

(SEAL)

Notary Public, State of Wisconsin
My Commission_____